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<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Continental Casualty Company
<b>TOI/Sub-TOI:</b>	23.0 Fidelity/23.0000 Fidelity		
<b>Product Name:</b>	EPack Extra Community Bank Bond Program Forms Filing		
<b>Project Name/Number:</b>	EPack Extra Community Bank Bond Program Forms Filing /18-01655-F		

## Filing at a Glance

Company:	Continental Casualty Company
Product Name:	EPack Extra Community Bank Bond Program Forms Filing
State:	District of Columbia
TOI:	23.0 Fidelity
Sub-TOI:	23.0000 Fidelity
Filing Type:	Form
Date Submitted:	05/03/2018
SERFF Tr Num:	CNAC-131484765
SERFF Status:	Closed-APPROVED
State Tr Num:	
State Status:	
Co Tr Num:	18-01655-F
Effective Date	06/05/2018
Requested (New):	
Effective Date	06/05/2018
Requested (Renewal):	
Author(s):	Robert Alonzo
Reviewer(s):	Carmen Belen (primary)
Disposition Date:	05/03/2018
Disposition Status:	APPROVED
Effective Date (New):	06/05/2018
Effective Date (Renewal):	06/05/2018

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<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Continental Casualty Company
<b>TOI/Sub-TOI:</b>	23.0 Fidelity/23.0000 Fidelity		
<b>Product Name:</b>	EPack Extra Community Bank Bond Program Forms Filing		
<b>Project Name/Number:</b>	EPack Extra Community Bank Bond Program Forms Filing /18-01655-F		

## General Information

Project Name: EPack Extra Community Bank Bond Program Forms Filing	Status of Filing in Domicile:
Project Number: 18-01655-F	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 05/03/2018	
State Status Changed:	Deemer Date:
Created By: Robert Alonzo	Submitted By: Robert Alonzo
Corresponding Filing Tracking Number:	

### Filing Description:

Continental Casualty Company hereby submits for your review and approval the attached revised forms specifically for use with Epack Extra Community Bank Bond GSL 18501XX filed under CNA filing id # 10-00115F. These revised riders replace forms filed and approved for use under CNA filing ID 17-01510-F (CNAC-131196639 ) and CNA filing ID 18-01626-F (CNAC-131404784).

Please refer to the attached forms filing memorandum for additional details on each of the submitted forms.

## Company and Contact

### Filing Contact Information

Robert Alonzo, State Filing Analyst	robert.alonzo@cna.com
125 Broad Street	212-440-3478 [Phone]
7th Floor	312-260-4607 [FAX]
New York, NY 10004	

### Filing Company Information

Continental Casualty Company	CoCode: 20443	State of Domicile: Illinois
125 Broad Street	Group Code: 218	Company Type:
7th Floor	Group Name:	State ID Number:
New York, NY 10004	FEIN Number: 36-2114545	
(212) 440-3478 ext. [Phone]		

## Filing Fees

Fee Required?	No
Retaliatory?	No
Fee Explanation:	

<b>SERFF Tracking #:</b>	CNAC-131484765	<b>State Tracking #:</b>		<b>Company Tracking #:</b>	18-01655-F
<b>State:</b>	District of Columbia			<b>Filing Company:</b>	Continental Casualty Company
<b>TOI/Sub-TOI:</b>	23.0 Fidelity/23.0000 Fidelity				
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
APPROVED	Carmen Belen	05/03/2018	05/03/2018

<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Continental Casualty Company
<b>TOI/Sub-TOI:</b>	23.0 Fidelity/23.0000 Fidelity		
<b>Product Name:</b>	EPack Extra Community Bank Bond Program Forms Filing		
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## Disposition

Disposition Date: 05/03/2018  
Effective Date (New): 06/05/2018  
Effective Date (Renewal): 06/05/2018  
Status: APPROVED

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Readability Certificate	APPROVED	Yes
Supporting Document	Copy of Trust Agreement	APPROVED	Yes
Supporting Document	Consulting Authorization	APPROVED	Yes
Supporting Document	Forms Memo	APPROVED	Yes
Supporting Document	Side by Side	APPROVED	Yes
Form	SOCIAL ENGINEERING FRAUD INSURING AGREEMENT WITH CALLBACK VERIFICATION RIDER (Insured Entity's Funds)	APPROVED	Yes
Form	SOCIAL ENGINEERING FRAUD INSURING AGREEMENT RIDER (Insured Entity's Funds)	APPROVED	Yes
Form	SOCIAL ENGINEERING FRAUD INSURING AGREEMENT WITH CALLBACK VERIFICATION RIDER (AMENDED DEFINITION OF FUNDS)	APPROVED	Yes
Form	SOCIAL ENGINEERING FRAUD INSURING AGREEMENT RIDER (AMENDED DEFINITION OF FUNDS)	APPROVED	Yes

SERFF Tracking #:

CNAC-131484765

State Tracking #:

Company Tracking #:

18-01655-F

State: District of Columbia

Filing Company:

Continental Casualty Company

TOI/Sub-TOI: 23.0 Fidelity/23.0000 Fidelity

Product Name: EPack Extra Community Bank Bond Program Forms Filing

Project Name/Number: EPack Extra Community Bank Bond Program Forms Filing /18-01655-F

## Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
1	APPROVED 05/03/2018	SOCIAL ENGINEERING FRAUD INSURING AGREEMENT WITH CALLBACK VERIFICATION RIDER (Insured Entity's Funds)	CNA83979XX	(3-18)	OTH	Replaced	Previous Filing Number:	CNAC-131404784	0.000	CNA83979XX_03 2018.pdf
							Replaced Form Number:	CNA83979XX (10-17)		
2	APPROVED 05/03/2018	SOCIAL ENGINEERING FRAUD INSURING AGREEMENT RIDER (Insured Entity's Funds)	CNA83980XX	(3-18)	OTH	Replaced	Previous Filing Number:	CNAC-131196639	0.000	CNA83980XX_03 2018.pdf
							Replaced Form Number:	CNA83980XX (6-17)		
3	APPROVED 05/03/2018	SOCIAL ENGINEERING FRAUD INSURING AGREEMENT WITH CALLBACK VERIFICATION RIDER (AMENDED DEFINITION OF FUNDS)	CNA89822XX	(3-18)	OTH	Replaced	Previous Filing Number:	CNAC-131404784	0.000	CNA89822XX_03 2018.pdf
							Replaced Form Number:	CNA89822XX (10-17)		
4	APPROVED 05/03/2018	SOCIAL ENGINEERING FRAUD INSURING AGREEMENT RIDER (AMENDED DEFINITION OF FUNDS)	CNA89823XX	(3-18)	OTH	Replaced	Previous Filing Number:	CNAC-131196639	0.000	CNA89823XX_03 2018.pdf
							Replaced Form Number:	CNA89823XX (8/17)		

### Form Type Legend:

<b>ABE</b>	Application/Binder/Enrollment	<b>ADV</b>	Advertising
<b>BND</b>	Bond	<b>CER</b>	Certificate
<b>CNR</b>	Canc/NonRen Notice	<b>DEC</b>	Declarations/Schedule
<b>DSC</b>	Disclosure/Notice	<b>END</b>	Endorsement/Amendment/Conditions
<b>ERS</b>	Election/Rejection/Supplemental Applications	<b>OTH</b>	Other



**SOCIAL ENGINEERING FRAUD INSURING AGREEMENT WITH CALLBACK VERIFICATION RIDER  
(Insured Entity's Funds)**

In consideration of the premium paid for this Bond, it is understood and agreed as follows:

- I. Solely with respect to the coverage provided by this Rider, Item 4. of the Crime Bond Declarations is amended to add the following:

Coverage	Per Loss Limit	Bond Year Aggregate	Deductible
Social Engineering Fraud	\$«EndField1»	\$«EndField2»	\$«EndField3»

- II. Section I. **INSURING AGREEMENTS** is amended by the addition of the following:

**SOCIAL ENGINEERING FRAUD**

The Insurer will pay for **Loss of Funds** resulting directly from the transferring, paying or delivering the **Insured Entity's Funds** as a result of **Social Engineering Fraud** committed by a person or entity, who is not, but purports to be a **Vendor** or **Employee**.

It is a condition precedent to coverage under this Insuring Agreement that prior to the **Insured Entity** making payment, the **Insured Entity** verified the authenticity and accuracy of the **Communication** received from a person or entity purporting to be a **Vendor** or **Employee** by performing a **Callback Verification** which must be recorded, logged, or otherwise documented by the **Insured Entity**.

- III. Solely with respect to the coverage provided by this Rider, Section II. **DEFINITIONS** is amended by the addition of the following definitions:

**Callback Verification** means a verbal conversation using a **Pre-Determined Telephone Number**, or another pre-established commercially reasonable out of band verification procedure to verify the identity of the **Vendor** or **Employee** and the authenticity of a **Communication**.

**Communication** means an electronic, telefacsimile, telephone or written instruction received by the **Insured Entity** that:

1. establishes or changes the method, destination or account for payment or delivery of **Funds**;
2. contains a misrepresentation of a material fact; and
3. is relied upon by any **Employee**, believing it to be true.

**Funds** means **Money** and **Property**.

**Pre-Determined Telephone Number** means a telephone number that:

1. was provided by the **Vendor** or **Employee** when the written agreement or other arrangement was first established with the **Insured Entity**; or
2. replaced a telephone number previously provided by the **Vendor** or **Employee**, provided that confirmation of the legitimacy of the replacement telephone number was achieved through a pre-established commercially reasonable out of band verification procedure.

**Social Engineering Fraud** means the intentional misleading of an **Employee** through the use of a **Communication**.



**Vendor** means a person or entity that has provided goods or services to the **Insured Entity** under a genuine, pre-existing:

1. written agreement; or
2. other arrangement.

**Vendor** does not mean any financial institution, asset manager, armored motor vehicle company, or similar entity.

**IV.** The section entitled **EXCLUSIONS**, the exclusion entitled **Acts of Employees/Director** paragraph 2. is deleted in its entirety and replaced with the following:

2. **Employee**, except when covered under Insuring Agreement (A), or when covered under Insuring Agreements (B) or (C) and resulting directly from unintentional acts of the **Employee** causing mysterious unexplainable disappearance, misplacement, destruction of or damage to **Property** or when covered under the Insuring Agreement entitled **SOCIAL ENGINEERING FRAUD** and resulting directly from the unintentional acts of the **Employee**.

**V.** Solely with respect to the coverage provided by this Rider, the section entitled **EXCLUSIONS** is amended to add the following new exclusions:

The Insurer does not cover any **Loss** sustained by the **Insured Entity**:

- a. resulting directly or indirectly from any acts of **Employee Theft, Forgery**, or acceptance of money orders or counterfeited currency;
- b. resulting directly or indirectly from any investment in securities, or ownership in any corporation, partnership, real property, or similar instrument, whether or not such investment is genuine;
- c. resulting directly or indirectly from the failure, malfunction, illegitimacy, inappropriateness, or inadequacy of any product or service;
- d. resulting directly or indirectly from the failure of any party to perform in whole or in part under any contract, provided that this exclusion shall not apply to any loss directly or indirectly resulting from **Social Engineering Fraud**;
- e. resulting directly or indirectly from any non-payment of or default upon any loan, extension of credit, or similar promise to pay;
- f. resulting directly or indirectly from any person or party's use of or acceptance of any credit, debit or charge card or similar card or instrument, whether or not genuine;
- g. resulting directly or indirectly from any gambling, game of chance, lottery or similar game;
- h. resulting directly or indirectly from any actual, alleged or attempted kidnap or extortion or ransom demand;
- i. resulting directly or indirectly from loss of or damage to **Money** or **Property** while in the mail or in the custody of any carrier for hire, including but not limited to any armored motor vehicle company; or
- j. as a result of loss of or damage to **Funds** in a customer's account.

**VI.** Section **V. CONDITIONS** is amended to add the following new condition:

CNA83979XX (3-18)

Page 2

«PolUWCompany»

Insured Name: «CusChangeName»

Policy No: «PolNumber»

Endorsement No: «Sequence»

Effective Date: «EndoEffectiveDate»



**Loss Covered Under the Insuring Agreement entitled SOCIAL ENGINEERING FRAUD and Any Other Insuring Agreement**

Notwithstanding anything in the Bond to the contrary, in the event a **Loss** is covered under the Insuring Agreement entitled **SOCIAL ENGINEERING FRAUD** and any other Insuring Agreement, such **Loss** shall only be covered under the Insuring Agreement entitled **SOCIAL ENGINEERING FRAUD** and shall be excluded under any other Insuring Agreement.

All other terms and conditions of the Bond remain unchanged.

This rider, which forms a part of and is for attachment to the Bond issued by the designated Insurers, takes effect on the effective date of said Bond at the hour stated in said Bond, unless another effective date is shown below, and expires concurrently with said Bond.





**SOCIAL ENGINEERING FRAUD INSURING AGREEMENT RIDER  
(Insured Entity's Funds)**

In consideration of the premium paid for this Bond, it is understood and agreed as follows:

- I. Solely with respect to the coverage provided by this Rider, Item 4. of the Crime Bond Declarations is amended to add the following:

Coverage	Per Loss Limit	Bond Year Aggregate	Deductible
Social Engineering Fraud	\$«EndField1»	\$«EndField2»	\$«EndField3»

- II. Section I. **INSURING AGREEMENTS** is amended by the addition of the following:

**SOCIAL ENGINEERING FRAUD**

The Insurer will pay for **Loss of Funds** resulting directly from the transferring, paying or delivering the **Insured Entity's Funds** as a result of **Social Engineering Fraud** committed by a person or entity, who is not, but purports to be a **Vendor** or **Employee**.

- III. Solely with respect to the coverage provided by this Rider, Section II. **DEFINITIONS** is amended by the addition of the following definitions:

**Communication** means an electronic, telefacsimile, telephone or written instruction received by the **Insured Entity** that:

1. establishes or changes the method, destination or account for payment or delivery of **Funds**;
2. contains a misrepresentation of a material fact; and
3. is relied upon by any **Employee**, believing it to be true.

**Funds** means **Money** and **Property**.

**Social Engineering Fraud** means the intentional misleading of an **Employee** through the use of a **Communication**.

**Vendor** means person or entity that has provided goods or services to the **Insured Entity** under a genuine, pre-existing:

1. written agreement; or
2. other arrangement.

**Vendor** does not mean any financial institution, asset manager, armored motor vehicle company, or similar entity.

- IV. The section entitled **EXCLUSIONS**, the exclusion entitled **Acts of Employees/Director** paragraph 2. is deleted in its entirety and replaced with the following:

2. **Employee**, except when covered under Insuring Agreement (A), or when covered under Insuring Agreements (B) or (C) and resulting directly from unintentional acts of the **Employee** causing mysterious unexplainable disappearance, misplacement, destruction of or damage to **Property** or when covered under the Insuring Agreement entitled **SOCIAL ENGINEERING FRAUD** and resulting directly from the unintentional acts of the **Employee**.



- V. Solely with respect to the coverage provided by this Rider, the section entitled **EXCLUSIONS** is amended to add the following new exclusions:

The Insurer does not cover any **Loss** sustained by the **Insured Entity**:

- a. resulting directly or indirectly from any acts of **Employee Theft, Forgery**, or acceptance of money orders or counterfeited currency;
- b. resulting directly or indirectly from any investment in securities, or ownership in any corporation, partnership, real property, or similar instrument, whether or not such investment is genuine;
- c. resulting directly or indirectly from the failure, malfunction, illegitimacy, inappropriateness, or inadequacy of any product or service;
- d. resulting directly or indirectly from the failure of any party to perform in whole or in part under any contract, provided that this exclusion shall not apply to any loss directly or indirectly resulting from **Social Engineering Fraud**;
- e. resulting directly or indirectly from any non-payment of or default upon any loan, extension of credit, or similar promise to pay;
- f. resulting directly or indirectly from any person or party's use of or acceptance of any credit, debit or charge card or similar card or instrument, whether or not genuine;
- g. resulting directly or indirectly from any gambling, game of chance, lottery or similar game;
- h. resulting directly or indirectly from any actual, alleged or attempted kidnap or extortion or ransom demand;
- i. resulting directly or indirectly from loss of or damage to **Money** or **Property** while in the mail or in the custody of any carrier for hire, including but not limited to any armored motor vehicle company; or
- j. of a **Funds** in a customer's account.

- VI. Section V. **CONDITIONS** is amended to add the following new condition:

**Loss Covered Under the Insuring Agreement entitled SOCIAL ENGINEERING FRAUD and Any Other Insuring Agreement**

Notwithstanding anything in the Bond to the contrary, in the event a **Loss** is covered under the Insuring Agreement entitled **SOCIAL ENGINEERING FRAUD** and any other Insuring Agreement, such **Loss** shall only be covered under the Insuring Agreement entitled **SOCIAL ENGINEERING FRAUD** and shall be excluded under any other Insuring Agreement.

All other terms and conditions of the Bond remain unchanged.

This rider, which forms a part of and is for attachment to the Bond issued by the designated Insurers, takes effect on the effective date of said Bond at the hour stated in said Bond, unless another effective date is shown below, and expires concurrently with said Bond.



**SOCIAL ENGINEERING FRAUD INSURING AGREEMENT WITH CALLBACK VERIFICATION RIDER  
(AMENDED DEFINITION OF FUNDS)**

In consideration of the premium paid for this Bond, it is understood and agreed as follows:

- I. Solely with respect to the coverage provided by this Rider, Item 4. of the Crime Bond Declarations is amended to add the following:

Coverage	Per Loss Limit	Bond Year Aggregate	Deductible
Social Engineering Fraud	\$«EndField1»	\$«EndField2»	\$«EndField3»

- II. Section I. **INSURING AGREEMENTS** is amended by the addition of the following:

**SOCIAL ENGINEERING FRAUD**

The Insurer will pay for **Loss of Funds** resulting directly from the transferring, paying or delivering **Funds** as a result of **Social Engineering Fraud** committed by a person or entity, who is not, but purports to be a **Vendor** or **Employee**.

It is a condition precedent to coverage under this Insuring Agreement that prior to the **Insured Entity** making payment, the **Insured Entity** verified the authenticity and accuracy of the **Communication** received from a person or entity purporting to be a **Vendor** or **Employee** by performing a **Callback Verification** which must be recorded, logged, or otherwise documented by the **Insured Entity**.

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**Communication** means an electronic, telefacsimile, telephone or written instruction received by the **Insured Entity** that:

1. establishes or changes the method, destination or account for payment or delivery of **Funds**;
2. contains a misrepresentation of a material fact; and
3. is relied upon by any **Employee**, believing it to be true.

**Funds** means **Money**, **Certificated Securities**, or **Uncertificated Securities** on deposit in the **Insured Entity's** own account.

**Pre-Determined Telephone Number** means a telephone number that:

1. was provided by the **Vendor** or **Employee** when the written agreement or other arrangement was first established with the **Insured Entity**; or
2. replaced a telephone number previously provided by the **Vendor** or **Employee**, provided that confirmation of the legitimacy of the replacement telephone number was achieved through a pre-established commercially reasonable out of band verification procedure.

**Social Engineering Fraud** means the intentional misleading of an **Employee** through the use of a **Communication**.



**Vendor** means a person or entity that has provided goods or services to the **Insured Entity** under a genuine, pre-existing:

1. written agreement; or
2. other arrangement.

**Vendor** does not mean any financial institution, asset manager, armored motor vehicle company, or similar entity.

**IV.** The section entitled **EXCLUSIONS**, the exclusion entitled **Acts of Employees/Director** paragraph 2. is deleted in its entirety and replaced with the following:

2. **Employee**, except when covered under Insuring Agreement (A), or when covered under Insuring Agreements (B) or (C) and resulting directly from unintentional acts of the **Employee** causing mysterious unexplainable disappearance, misplacement, destruction of or damage to **Property** or when covered under the Insuring Agreement entitled **SOCIAL ENGINEERING FRAUD** and resulting directly from the unintentional acts of the **Employee**.

**V.** Solely with respect to the coverage provided by this Rider, the section entitled **EXCLUSIONS** is amended to add the following new exclusions:

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- a. resulting directly or indirectly from any acts of **Employee Theft, Forgery**, or acceptance of money orders or counterfeited currency;
- b. resulting directly or indirectly from any investment in securities, or ownership in any corporation, partnership, real property, or similar instrument, whether or not such investment is genuine;
- c. resulting directly or indirectly from the failure, malfunction, illegitimacy, inappropriateness, or inadequacy of any product or service;
- d. resulting directly or indirectly from the failure of any party to perform in whole or in part under any contract, provided that this exclusion shall not apply to any loss directly or indirectly resulting from **Social Engineering Fraud**;
- e. resulting directly or indirectly from any non-payment of or default upon any loan, extension of credit, or similar promise to pay;
- f. resulting directly or indirectly from any person or party's use of or acceptance of any credit, debit or charge card or similar card or instrument, whether or not genuine;
- g. resulting directly or indirectly from any gambling, game of chance, lottery or similar game;
- h. resulting directly or indirectly from any actual, alleged or attempted kidnap or extortion or ransom demand; or
- i. resulting directly or indirectly from loss of or damage to **Money** or **Property** while in the mail or in the custody of any carrier for hire, including but not limited to any armored motor vehicle company.

**VI.** Section **V. CONDITIONS** is amended to add the following new condition:

CNA89822XX (3-18)

Page 2

«PolUWCompany»

Insured Name: «CusChangeName»

Policy No: «PolNumber»

Endorsement No: «Sequence»

Effective Date: «EndoEffectiveDate»



**Loss Covered Under the Insuring Agreement entitled SOCIAL ENGINEERING FRAUD and Any Other Insuring Agreement**

Notwithstanding anything in the Bond to the contrary, in the event a **Loss** is covered under the Insuring Agreement entitled **SOCIAL ENGINEERING FRAUD** and any other Insuring Agreement, such **Loss** shall only be covered under the Insuring Agreement entitled **SOCIAL ENGINEERING FRAUD** and shall be excluded under any other Insuring Agreement.

All other terms and conditions of the Bond remain unchanged.

This rider, which forms a part of and is for attachment to the Bond issued by the designated Insurers, takes effect on the effective date of said Bond at the hour stated in said Bond, unless another effective date is shown below, and expires concurrently with said Bond.



**SOCIAL ENGINEERING FRAUD INSURING AGREEMENT RIDER  
(AMENDED DEFINITION OF FUNDS)**

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Social Engineering Fraud	\$«EndField1»	\$«EndField2»	\$«EndField3»

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when covered under the Insuring Agreement entitled **SOCIAL ENGINEERING FRAUD** and resulting directly from the unintentional acts of the **Employee**.

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- b. resulting directly or indirectly from any investment in securities, or ownership in any corporation, partnership, real property, or similar instrument, whether or not such investment is genuine;
- c. resulting directly or indirectly from the failure, malfunction, illegitimacy, inappropriateness, or inadequacy of any product or service;
- d. resulting directly or indirectly from the failure of any party to perform in whole or in part under any contract, provided that this exclusion shall not apply to any loss directly or indirectly resulting from **Social Engineering Fraud**;
- e. resulting directly or indirectly from any non-payment of or default upon any loan, extension of credit, or similar promise to pay;
- f. resulting directly or indirectly from any person or party's use of or acceptance of any credit, debit or charge card or similar card or instrument, whether or not genuine;
- g. resulting directly or indirectly from any gambling, game of chance, lottery or similar game;
- h. resulting directly or indirectly from any actual, alleged or attempted kidnap or extortion or ransom demand; or
- i. resulting directly or indirectly from loss of or damage to **Money** or **Property** while in the mail or in the custody of any carrier for hire, including but not limited to any armored motor vehicle company.

- VI. Section V. **CONDITIONS** is amended to add the following new condition:

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This rider, which forms a part of and is for attachment to the Bond issued by the designated Insurers, takes effect on the effective date of said Bond at the hour stated in said Bond, unless another effective date is shown below, and expires concurrently with said Bond.

<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Continental Casualty Company
<b>TOI/Sub-TOI:</b>	23.0 Fidelity/23.0000 Fidelity		
<b>Product Name:</b>	EPack Extra Community Bank Bond Program Forms Filing		
<b>Project Name/Number:</b>	EPack Extra Community Bank Bond Program Forms Filing /18-01655-F		

## Supporting Document Schedules

<b>Bypassed - Item:</b>	Readability Certificate
<b>Bypass Reason:</b>	N/A
<b>Attachment(s):</b>	
<b>Item Status:</b>	APPROVED
<b>Status Date:</b>	05/03/2018

<b>Bypassed - Item:</b>	Copy of Trust Agreement
<b>Bypass Reason:</b>	N/A
<b>Attachment(s):</b>	
<b>Item Status:</b>	APPROVED
<b>Status Date:</b>	05/03/2018

<b>Bypassed - Item:</b>	Consulting Authorization
<b>Bypass Reason:</b>	N/A
<b>Attachment(s):</b>	
<b>Item Status:</b>	APPROVED
<b>Status Date:</b>	05/03/2018

<b>Satisfied - Item:</b>	Forms Memo
<b>Comments:</b>	
<b>Attachment(s):</b>	18-01655-F CW FFM (2).pdf
<b>Item Status:</b>	APPROVED
<b>Status Date:</b>	05/03/2018

<b>Satisfied - Item:</b>	Side by Side
<b>Comments:</b>	
<b>Attachment(s):</b>	Side by Side CNA83979XX .pdf Side by Side CNA83980XX.pdf Side by Side CNA89822XX.pdf Side by Side CNA89823XX.pdf
<b>Item Status:</b>	APPROVED
<b>Status Date:</b>	05/03/2018





**FORMS INDEX/FILING MEMORANDUM**  
**FILING NUMBER: 18-01655-F**  
**EPACK EXTRA COMMUNITY BANK BOND RIDERS**

Form #	Description	New or Revised / Optional or Mandatory	Broadens / Restricts / Other	Rate Impact
CNA 83979 XX 03-2018  Previous 10-2017 edition	<b>SOCIAL ENGINEERING FRAUD INSURING AGREEMENT WITH CALLBACK VERIFICATION RIDER</b>  Form CNA83979XX modifies the Epack Extra Community Bank Bond. Subject to the limits, conditions, exclusions and definitions in form CNA83979XX this rider adds coverage for Loss of Funds resulting directly from the transferring, paying or delivering the Insured Entity's Funds as a result of Social Engineering Fraud committed by a person, who is not, but purports to be a Vendor or Employee. A condition precedent to coverage under this form is that prior to the Insured Entity making payment of Funds, the Insured Entity verified the authenticity and accuracy of the Communication received by performing a Callback Verification which must be recorded, logged, or otherwise documented by the Insured Entity. Please refer to form CNA83979XX and the tracked changes document for more details.	Revised / Optional	Other	Yes
CNA 83980 XX 03-2018  Previous 6-2017 edition	<b>SOCIAL ENGINEERING FRAUD INSURING AGREEMENT RIDER</b>  This rider modifies the Epack Extra Community Bank Bond. Subject to the limits, conditions, exclusions and definitions in form CNA83980XX this rider adds coverage for Loss of Funds resulting directly from the transferring, paying or delivering the Insured Entity's Funds as a result of Social Engineering Fraud committed by a person, who is not, but purports to be a Vendor or Employee. Please refer to form CNA83980XX and the attached tracked changes document for more details.	Revised / Optional	Other	Yes



**FORMS INDEX/FILING MEMORANDUM**  
**FILING NUMBER: 18-01655-F**  
**EPACK EXTRA COMMUNITY BANK BOND RIDERS**

Form #	Description	New or Revised / Optional or Mandatory	Broadens / Restricts / Other	Rate Impact
CNA 89822 XX 03-2018  Previous 10-2017 edition	<b>SOCIAL ENGINEERING FRAUD INSURING AGREEMENT WITH CALLBACK VERIFICATION RIDER (AMENDED DEFINITION OF FUNDS)</b>  Subject to the conditions, limits, definitions and exclusions stated in form CNA89822XX this rider provides coverage for Social Engineering Fraud and modifies the definition of "Funds" to include Certificated Securities and Uncertificated Securities. Please refer to form CNA89822XX for further details.	Revised / Optional	Broadens	No
CNA 89823XX 03-2018  Previous 8-2017 edition	<b>SOCIAL ENGINEERING FRAUD INSURING AGREEMENT RIDER (AMENDED DEFINITION OF FUNDS)</b>  Subject to the conditions, limits, definitions and exclusions stated in form CNA89823XX, this rider provides coverage for Social Engineering Fraud and modifies the definition of "Funds" to include Certificated Securities and Uncertificated Securities. Please refer to form CNA89823XX for further details.	Revised / Optional	Broadens	No



**SOCIAL ENGINEERING FRAUD INSURING AGREEMENT WITH CALLBACK VERIFICATION RIDER**  
**(Insured Entity's Funds)**

In consideration of the premium paid for this Bond, it is understood and agreed as follows:

- I. Solely with respect to the coverage provided by this Rider, Item 14. of the Crime Bond Declarations is amended to add the following:

Coverage	Per Loss Limit	Bond Year Aggregate	Deductible
Social Engineering Fraud	\$«EndField1»	\$«EndField2»	\$«EndField3»

- II. Section I. **INSURING AGREEMENTS** is amended by the addition of the following:

**SOCIAL ENGINEERING FRAUD**

The Insurer will pay for **Loss of Funds** resulting directly from the transferring, paying or delivering the **Insured Entity's Funds** as a result of **Social Engineering Fraud** committed by a person or entity, who is not, but purports to be: a Vendor or Employee.

- a. ~~a Vendor; or~~  
b. ~~Employee.~~

It is a condition precedent to coverage under this Insuring Agreement that prior to the **Insured Entity** making payment, the **Insured Entity** verified the authenticity and accuracy of the **Communication** received from a person or entity purporting to be a ~~person or entity described in a. through b. above~~ Vendor or Employee by performing a **Callback Verification** which must be recorded, logged, or otherwise documented by the **Insured Entity**.

- III. Solely with respect to the coverage provided by this Rider, Section II. **DEFINITIONS** is amended by the addition of the following definitions:

**Callback Verification** means a verbal conversation ~~with a purported Vendor or Employee,~~ using a **Pre-Determined Telephone Number**, or another pre-established commercially reasonable out of band verification procedure to verify the identity of the **Vendor** or **Employee** and the authenticity of a **Communication**.

**Communication** means an electronic, ~~telefacsimile~~ telefacsimile, telephone or written instruction received by the **Insured Entity** that:

1. establishes or changes the method, destination or account for payment or delivery of **Funds**;
2. contains a misrepresentation of a material fact; and
3. is relied upon by any **Employee**, believing the material fact to be true.

**Funds** means **Money** and **Property**.

~~**Owner** means a natural person having an ownership interest in the **Insured Entity**.~~

~~**Payment Order** means an instruction of a sender to a receiving financial institution, transmitted orally, electronically, or in writing, to pay, or to cause another financial institution to pay, a fixed or determinable amount of money to another person.~~

**Pre-Determined Telephone Number** means a telephone number that:

1. was provided by the **Vendor** or **Employee** when the written agreement or other arrangement was first established with the **Insured Entity**; or
2. replaced a telephone number previously provided by the **Vendor** or **Employee**, provided that confirmation of the legitimacy of the change/replacement telephone number was achieved through verbal contact with the Vendor or Employee at the previously provided telephone number, or a pre-established commercially reasonable out of band verification procedure.
3. ~~replaced a telephone number previously provided by the Vendor or Employee and was received by the Insured Entity at least 30 days prior to the receipt of a Communication.~~

**Social Engineering Fraud** means the intentional misleading of an **Employee** through the use of a **Communication**.

**Vendor** means ~~an entity or natural~~ a person or entity that has provided goods or services to the **Insured Entity** under a genuine, pre-existing:

1. written agreement; or
2. other arrangement; ;

**Vendor** does not mean any financial institution, asset manager, armored motor vehicle company, or similar entity.

IV. The section entitled **EXCLUSIONS**, the exclusion entitled **Acts of Employees/Director** paragraph 2. is deleted in its entirety and replaced with the following:

2. **Employee**, except when covered under Insuring Agreement (A), or when covered under Insuring Agreements (B) or (C) and resulting directly from unintentional acts of the **Employee** causing mysterious unexplainable disappearance, misplacement, destruction of or damage to **Property** or when covered under the Insuring Agreement entitled SOCIAL ENGINEERING FRAUD ~~Insuring Agreement~~ and resulting directly from the unintentional acts of the **Employee**.

~~Provided always, this exclusion does not apply to the Insuring Agreement entitled **Social Engineering Fraud**.~~

V. Solely with respect to the Insuring Agreement entitled **Social Engineering Fraud** coverage provided by this Rider, the section entitled **EXCLUSIONS** is amended to add the following new exclusions:

The Insurer does not cover any **Loss** sustained by the **Insured Entity**:

- a. ~~as a result~~ resulting directly or indirectly from any acts of ~~Theft by an Employee~~ Theft, **Forgery**, or acceptance of money orders or counterfeited currency;
- b. ~~as a result of loss~~ resulting directly or indirectly from any investment in securities, or ownership in any corporation, partnership, real property, or similar instrument, whether or not such investment is genuine;
- c. ~~loss due to~~ resulting directly or indirectly from the failure, malfunction, illegitimacy, inappropriateness, or inadequacy of any product or service;
- d. ~~as a result of~~ resulting directly or indirectly from the failure of any party to perform in whole or in part under any contract, provided that this exclusion shall not apply to any loss directly or indirectly resulting from **Social Engineering Fraud**;
- e. ~~due to~~ resulting directly or indirectly from any non-payment of or default upon any loan, extension of credit, or similar promise to pay;



- f. ~~due to~~ resulting directly or indirectly from any person or party's use of or acceptance of any credit, debit or charge card or similar card or instrument, whether or not genuine; ~~or~~
- g. resulting directly or indirectly from any gambling, game of chance, lottery or similar game;
- h. ~~as a result of~~ resulting directly or indirectly from any actual, alleged or attempted kidnap or extortion or ransom demand;
- i. ~~as a result of~~ resulting directly or indirectly from loss of or damage to **Money** or **Property** while in the mail or in the custody of any carrier for hire, including but not limited to any armored motor vehicle company; or
- j. as a result of loss of or damage to **Funds** in a customer's account.

VI. Section V. **CONDITIONS** is amended to add the following new condition:

**Loss Covered Under the ~~Social Engineering~~ Insuring Agreement entitled SOCIAL ENGINEERING FRAUD and Any Other Insuring Agreement**

Notwithstanding anything in the Bond to the contrary, in the event a **Loss** is covered under the Insuring Agreement entitled **SOCIAL ENGINEERING FRAUD** and any other Insuring Agreement, such **Loss** shall only be covered under the Insuring Agreement entitled **SOCIAL ENGINEERING FRAUD** and shall be excluded under any other Insuring Agreement.

All other terms and conditions of the Bond remain unchanged.

This rider, which forms a part of and is for attachment to the Bond issued by the designated Insurers, takes effect on the effective date of said Bond at the hour stated in said Bond, unless another effective date is shown below, and expires concurrently with said Bond.



## SOCIAL ENGINEERING FRAUD INSURING AGREEMENT RIDER

### (Insured Entity's Funds)

In consideration of the premium paid for this Bond, it is understood and agreed as follows:

- I. Solely with respect to the coverage provided by this Endorsement Rider, Item 44 of the Crime Bond Declarations is amended to add the following:

Coverage	Per Loss Limit	<u>Policy Bond</u> <u>Year</u> Aggregate	Deductible
Social Engineering Fraud	\$«EndField1»	\$«EndField2»	\$«EndField3»

- II. Section I. **INSURING AGREEMENTS** is amended by the addition of the following:

#### **SOCIAL ENGINEERING FRAUD**

The Insurer will pay for **Loss of Funds** resulting directly from the transferring, paying or delivering the **Insured Entity's Funds** as a result of **Social Engineering Fraud** committed by a person or entity, who is not, but purports to be: a Vendor or Employee.

- a. ~~\_\_\_\_\_ a Vendor; or~~  
b. ~~\_\_\_\_\_ Employee.~~

- III. Solely with respect to the coverage provided by this Endorsement Rider, Section II. **DEFINITIONS** is amended by the addition of the following definitions:

**Communication** means an electronic, ~~telefacsimile~~ telefacsimile, telephone or written instruction received by the **Insured Entity** that:

1. establishes or changes the method, destination or account for payment or delivery of **Funds**;
2. contains a misrepresentation of a material fact; and
3. is relied upon by any **Employee**, believing ~~the material fact~~ it to be true.

**Funds** means **Money** and **Property**.

~~**Owner** means a natural person having an ownership interest in the **Insured Entity**.~~

~~**Payment Order** means an instruction of a sender to a receiving financial institution, transmitted orally, electronically, or in writing, to pay, or to cause another financial institution to pay, a fixed or determinable amount of money to another person.~~

**Social Engineering Fraud** means the intentional misleading of an **Employee** through the use of a **Communication**.

**Vendor** means ~~a person or~~ entity ~~or natural person~~ that has provided goods or services to the **Insured Entity** under a genuine, pre-existing:

1. written agreement; or
2. other arrangement; ~~\_\_\_\_\_~~

**Vendor** does not mean any financial institution, asset manager, armored motor vehicle company, or similar entity.

IV. The section entitled **EXCLUSIONS**, the exclusion entitled **Acts of Employees/Director** paragraph 2. is deleted in its entirety and replaced with the following:

2. **Employee**, except when covered under Insuring Agreement (A), or when covered under Insuring Agreements (B) or (C) and resulting directly from unintentional acts of the **Employee** causing mysterious unexplainable disappearance, misplacement, destruction of or damage to **Property** or when covered under the ~~Social Engineering Fraud~~ Insuring Agreement entitled SOCIAL ENGINEERING FRAUD and resulting directly from the unintentional acts of the **Employee**.

~~Provided always, this exclusion does not apply to the Insuring Agreement entitled Social Engineering Fraud.~~

V. Solely with respect to the ~~Insuring Agreement entitled Social Engineering Fraud~~ coverage provided by this Rider, the section entitled **EXCLUSIONS** is amended to add the following new exclusions:

The Insurer does not cover any **Loss** sustained by the **Insured Entity**:

- a. ~~as a result~~ resulting directly or indirectly from any acts of ~~Theft by an Employee~~ **Theft**, **Forgery**, or acceptance of money orders or counterfeited currency;
- b. ~~as a result of loss~~ resulting directly or indirectly from any investment in securities, or ownership in any corporation, partnership, real property, or similar instrument, whether or not such investment is genuine;
- c. ~~loss due to~~ resulting directly or indirectly from the failure, malfunction, illegitimacy, inappropriateness, or inadequacy of any product or service;
- d. ~~as a result of~~ resulting directly or indirectly from the failure of any party to perform in whole or in part under any contract, provided that this exclusion shall not apply to any loss directly or indirectly resulting from **Social Engineering Fraud**;
- e. ~~due to~~ resulting directly or indirectly from any non-payment of or default upon any loan, extension of credit, or similar promise to pay;
- f. ~~due to~~ resulting directly or indirectly from any person or party's use of or acceptance of any credit, debit or charge card or similar card or instrument, whether or not genuine; ~~or~~
- g. resulting directly or indirectly from any gambling, game of chance, lottery or similar game;
- h. ~~as a result of~~ resulting directly or indirectly from any actual, alleged or attempted kidnap or extortion or ransom demand;
- i. ~~as a result of~~ resulting directly or indirectly from loss of or damage to **Money** or **Property** while in the mail or in the custody of any carrier for hire, including but not limited to any armored motor vehicle company; or
- j. of a **Funds** in a customer's account.

VI. Section V. **CONDITIONS** is amended to add the following new condition:

**Loss Covered Under the ~~Social Engineering~~ Insuring Agreement entitled SOCIAL ENGINEERING FRAUD and Any Other Insuring Agreement**



Notwithstanding anything in the Bond to the contrary, in the event a **Loss** is covered under the Insuring Agreement entitled **SOCIAL ENGINEERING FRAUD** and any other Insuring Agreement, such **Loss** shall only be covered under the Insuring Agreement entitled **SOCIAL ENGINEERING FRAUD** and shall be excluded under any other Insuring Agreement.

All other terms and conditions of the Bond remain unchanged.

This rider, which forms a part of and is for attachment to the Bond issued by the designated Insurers, takes effect on the effective date of said Bond at the hour stated in said Bond, unless another effective date is shown below, and expires concurrently with said Bond.





## SOCIAL ENGINEERING FRAUD INSURING AGREEMENT WITH CALLBACK VERIFICATION RIDER (AMENDED DEFINITION OF FUNDS)

In consideration of the premium paid for this Bond, it is understood and agreed as follows:

- I. Solely with respect to the coverage provided by this Rider, Item 14. of the Crime Bond Declarations is amended to add the following:

Coverage	Per Loss Limit	Bond Year Aggregate	Deductible
Social Engineering Fraud	\$«EndField1»	\$«EndField2»	\$«EndField3»

- II. Section I. **INSURING AGREEMENTS** is amended by the addition of the following:

### SOCIAL ENGINEERING FRAUD

The Insurer will pay for **Loss of Funds** resulting directly from the transferring, paying or delivering **Funds** as a result of **Social Engineering Fraud** committed by a person or entity, who is not, but purports to be: a Vendor or Employee.

- a. ~~a Vendor; or~~  
b. ~~Employee.~~

It is a condition precedent to coverage under this Insuring Agreement that prior to the **Insured Entity** making payment, the **Insured Entity** verified the authenticity and accuracy of the **Communication** received from a person or entity purporting to be a ~~person or entity described in a. through b. above~~ Vendor or Employee by performing a **Callback Verification** which must be recorded, logged, or otherwise documented by the **Insured Entity**.

- III. Solely with respect to the coverage provided by this Rider, Section II. **DEFINITIONS** is amended by the addition of the following definitions:

**Callback Verification** means a verbal conversation ~~with a purported Vendor or Employee,~~ using a **Pre-Determined Telephone Number**, or another pre-established commercially reasonable out of band verification procedure, to verify the identity of the **Vendor** or **Employee** and the authenticity of a **Communication**.

**Communication** means an electronic, ~~telefacsimile~~ telefacsimile, telephone or written instruction received by the **Insured Entity** that:

- establishes or changes the method, destination or account for payment or delivery of **Funds**;
- contains a misrepresentation of a material fact; and
- is relied upon by any **Employee**, believing the material fact to be true.

**Funds** means **Money**, **Certificated Securities**, or **Uncertificated Securities** on deposit in the **Insured Entity's** own account.

~~**Owner** means a natural person having an ownership interest in the **Insured Entity**.~~

~~**Payment Order** means an instruction of a sender to a receiving financial institution, transmitted orally, electronically, or in writing, to pay, or to cause another financial institution to pay, a fixed or determinable amount of money to another person.~~

**Pre-Determined Telephone Number** means a telephone number that:

1. was provided by the **Vendor** or **Employee** when the written agreement or other arrangement was first established with the **Insured Entity**; or
2. replaced a telephone number previously provided by the **Vendor** or **Employee**, provided that confirmation of the legitimacy of the change/replacement telephone number was achieved through verbal contact with the Vendor or Employee at the previously provided telephone number, or a pre-established commercially reasonable out of band verification procedure.
3. ~~replaced a telephone number previously provided by the Vendor or Employee and was received by the Insured Entity at least 30 days prior to the receipt of a Communication.~~

**Social Engineering Fraud** means the intentional misleading of an **Employee** through the use of a **Communication**.

**Vendor** means ~~an entity or natural~~ person or entity that has provided goods or services to the **Insured Entity** under a genuine, pre-existing:

1. written agreement; or
2. other arrangement; ;

**Vendor** does not mean any financial institution, asset manager, armored motor vehicle company, or similar entity.

IV. The section entitled **EXCLUSIONS**, the exclusion entitled **Acts of Employees/Director** paragraph 2. is deleted in its entirety and replaced with the following:

2. **Employee**, except when covered under Insuring Agreement (A), or when covered under Insuring Agreements (B) or (C) and resulting directly from unintentional acts of the **Employee** causing mysterious unexplainable disappearance, misplacement, destruction of or damage to **Property** or when covered under the Insuring Agreement entitled SOCIAL ENGINEERING FRAUD-Insuring Agreement and resulting directly from the unintentional acts of the **Employee**.

Provided always, this exclusion does not apply to the Insuring Agreement entitled Social Engineering Fraud.

V. Solely with respect to the Insuring Agreement entitled Social Engineering Fraud coverage provided by this Rider, the section entitled **EXCLUSIONS** is amended to add the following new exclusions:

The Insurer does not cover any **Loss** sustained by the **Insured Entity**:

- a. ~~as a result~~ resulting directly or indirectly from any acts of ~~Theft by an Employee~~ Theft, **Forgery**, or acceptance of money orders or counterfeited currency;
- b. ~~as a result of loss~~ resulting directly or indirectly from any investment in securities, or ownership in any corporation, partnership, real property, or similar instrument, whether or not such investment is genuine;
- c. ~~loss due to~~ resulting directly or indirectly from the failure, malfunction, illegitimacy, inappropriateness, or inadequacy of any product or service;
- d. ~~as a result of~~ resulting directly or indirectly from the failure of any party to perform in whole or in part under any contract, provided that this exclusion shall not apply to any loss directly or indirectly resulting from **Social Engineering Fraud**;



- e. ~~due to~~resulting directly or indirectly from any non-payment of or default upon any loan, extension of credit, or similar promise to pay;
- f. ~~due to~~resulting directly or indirectly from any person or party's use of or acceptance of any credit, debit or charge card or similar card or instrument, whether or not genuine; ~~or~~
- g. resulting directly or indirectly from any gambling, game of chance, lottery or similar game;
- h. ~~as a result of~~resulting directly or indirectly from any actual, alleged or attempted kidnap or extortion or ransom demand; or
- i. ~~as a result of~~resulting directly or indirectly from loss of or damage to **Money** or **Property** while in the mail or in the custody of any carrier for hire, including but not limited to any armored motor vehicle company.

VI. Section V. **CONDITIONS** is amended to add the following new condition:

**Loss Covered Under the ~~Social Engineering~~ Insuring Agreement entitled SOCIAL ENGINEERING FRAUD and Any Other Insuring Agreement**

Notwithstanding anything in the Bond to the contrary, in the event a **Loss** is covered under the Insuring Agreement entitled **SOCIAL ENGINEERING FRAUD** and any other Insuring Agreement, such **Loss** shall only be covered under the Insuring Agreement entitled **SOCIAL ENGINEERING FRAUD** and shall be excluded under any other Insuring Agreement.

All other terms and conditions of the Bond remain unchanged.

This rider, which forms a part of and is for attachment to the Bond issued by the designated Insurers, takes effect on the effective date of said Bond at the hour stated in said Bond, unless another effective date is shown below, and expires concurrently with said Bond.



**SOCIAL ENGINEERING FRAUD INSURING AGREEMENT RIDER  
(AMENDED DEFINITION OF FUNDS)**

In consideration of the premium paid for this Bond, it is understood and agreed as follows:

- I. Solely with respect to the coverage provided by this Endorsement Rider, Item 14 of the Crime Bond Declarations is amended to add the following:

Coverage	Per Loss Limit	<u>Policy Bond</u> <u>Year</u> Aggregate	Deductible
Social Engineering Fraud	<u>\$«EndField1»</u>	<u>-\$«EndField2»</u>	<u>-\$«EndField3»</u>

- II. Section I. **INSURING AGREEMENTS** is amended by the addition of the following:

**SOCIAL ENGINEERING FRAUD**

The Insurer will pay for **Loss of Funds** resulting directly from the transferring, paying or delivering **Funds** as a result of **Social Engineering Fraud** committed by a person or entity, who is not, but purports to be: a Vendor or Employee.

- a. ~~a Vendor; or~~  
b. ~~Employee.~~

- III. Solely with respect to the coverage provided by this Endorsement Rider, Section II. **DEFINITIONS** is amended by the addition of the following definitions:

**Communication** means an electronic, ~~telefacsimile~~telefacsimile, telephone or written instruction received by the **Insured Entity** that:

- establishes or changes the method, destination or account for payment or delivery of **Funds**;
- contains a misrepresentation of a material fact; and
- is relied upon by any **Employee**, believing ~~the material fact~~it to be true.

**Funds** means **Money**, **Certificated Securities**, or **Uncertificated Securities** on deposit in the **Insured Entity's** own account.

~~**Owner** means a natural person having an ownership interest in the **Insured Entity**.~~

~~**Payment Order** means an instruction of a sender to a receiving financial institution, transmitted orally, electronically, or in writing, to pay, or to cause another financial institution to pay, a fixed or determinable amount of money to another person.~~

**Social Engineering Fraud** means the intentional misleading of an **Employee** through the use of a **Communication**.

**Vendor** means ~~an entity or natural~~a person or entity that has provided goods or services to the **Insured Entity** under a genuine, pre-existing:

- written agreement; or
- other arrangement~~;~~

**Vendor** does not mean any financial institution, asset manager, armored motor vehicle company, or similar entity.

IV. The section entitled **EXCLUSIONS**, the exclusion entitled **Acts of Employees/Director** paragraph 2. is deleted in its entirety and replaced with the following:

2. **Employee**, except when covered under Insuring Agreement (A), or when covered under Insuring Agreements (B) or (C) and resulting directly from unintentional acts of the **Employee** causing mysterious unexplainable disappearance, misplacement, destruction of or damage to **Property** or when covered under the Insuring Agreement entitled SOCIAL ENGINEERING FRAUD ~~Insuring Agreement~~ and resulting directly from the unintentional acts of the **Employee**.

~~Provided always, this exclusion does not apply to the Insuring Agreement entitled Social Engineering Fraud.~~

V. Solely with respect to the ~~Insuring Agreement entitled Social Engineering Fraud~~ coverage provided by this Rider, the section entitled **EXCLUSIONS** is amended to add the following new exclusions:

The Insurer does not cover any **Loss** sustained by the **Insured Entity**:

- a. ~~as a result~~ resulting directly or indirectly from any acts of ~~Theft by an Employee~~ **Theft**, **Forgery**, or acceptance of money orders or counterfeited currency;
- b. ~~as a result of loss~~ resulting directly or indirectly from any investment in securities, or ownership in any corporation, partnership, real property, or similar instrument, whether or not such investment is genuine;
- c. ~~loss due to~~ resulting directly or indirectly from the failure, malfunction, illegitimacy, inappropriateness, or inadequacy of any product or service;
- d. ~~as a result of~~ resulting directly or indirectly from the failure of any party to perform in whole or in part under any contract, provided that this exclusion shall not apply to any loss directly or indirectly resulting from **Social Engineering Fraud**;
- e. ~~due to~~ resulting directly or indirectly from any non-payment of or default upon any loan, extension of credit, or similar promise to pay;
- f. ~~due to~~ resulting directly or indirectly from any person or party's use of or acceptance of any credit, debit or charge card or similar card or instrument, whether or not genuine; ~~or~~
- g. resulting directly or indirectly from any gambling, game of chance, lottery or similar game;
- h. ~~as a result of~~ resulting directly or indirectly from any actual, alleged or attempted kidnap or extortion or ransom demand; or
- i. ~~as a result of~~ resulting directly or indirectly from loss of or damage to **Money** or **Property** while in the mail or in the custody of any carrier for hire, including but not limited to any armored motor vehicle company.

VI. Section V. **CONDITIONS** is amended to add the following new condition:

**Loss Covered Under the ~~Social Engineering~~ Insuring Agreement entitled SOCIAL ENGINEERING FRAUD and Any Other Insuring Agreement**

Notwithstanding anything in the Bond to the contrary, in the event a **Loss** is covered under the Insuring Agreement entitled **SOCIAL ENGINEERING FRAUD** and any other Insuring Agreement, such **Loss** shall only be



covered under the Insuring Agreement entitled **SOCIAL ENGINEERING FRAUD** and shall be excluded under any other Insuring Agreement.

All other terms and conditions of the Bond remain unchanged.

This rider, which forms a part of and is for attachment to the Bond issued by the designated Insurers, takes effect on the effective date of said Bond at the hour stated in said Bond, unless another effective date is shown below, and expires concurrently with said Bond.